

**ENTERED**

July 22, 2025

Nathan Ochsner, Clerk

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

SILO TECHNOLOGIES	§	CIVIL ACTION NO
INC,	§	4:24-cv-00831
Plaintiff,	§	
	§	
	§	
vs.	§	JUDGE CHARLES ESKRIDGE
	§	
	§	
B & R EXPRESS LLC	§	
and DANNY BAQUERO,	§	
Defendants.	§	

**ORDER ADOPTING  
MEMORANDUM AND RECOMMENDATION**

Plaintiff Silo Technologies, Inc, brought this action for breach of contract, conversion, civil theft, fraud, and breach of constructive trust against Defendants B&R Express LLC and Danny Baquero. Dkts 1 & 4. The case was referred to Magistrate Judge Christina A. Bryan for pretrial management. Dkt 9.

The Clerk eventually entered default against both Defendants. Dkt 14. Also previously adopted was a Memorandum and Recommendation granting in part and denying in part an amended motion by Plaintiff for default judgment. Dkt 25, as to Dkt 24. Plaintiff then filed a motion for damages following default judgment. Dkt 26. Judge Bryan held an evidentiary hearing involving live testimony. Dkt 26; see minute entry of 5/15/2025.

Pending is the Memorandum and Recommendation by Judge Bryan. Dkt 35. She recommends that Plaintiff be awarded (i) \$170,924.13 in damages, (ii) \$13,432.00 in attorney fees, (iii) prejudgment interest at eight percent per annum from March 6, 2024, through the date of

judgment, and (iv) postjudgment interest at the applicable federal rate on the full award of \$184,356.13 until paid in full.

A district court reviews *de novo* those conclusions of a magistrate judge to which a party has specifically objected. See FRCP 72(b)(3) & 28 USC § 636(b)(1)(C); see also *United States v Wilson*, 864 F2d 1219, 1221 (5th Cir 1989, *per curiam*). The district court may accept any other portions to which there's no objection if satisfied that no clear error appears on the face of the record. See *Guillory v PPG Industries Inc*, 434 F3d 303, 308 (5th Cir 2005), citing *Douglass v United Services Automobile Association*, 79 F3d 1415, 1430 (5th Cir 1996, *en banc*); see also FRCP 72(b) advisory committee note (1983).

None of the parties filed objections. No clear error otherwise appears upon review and consideration of the Memorandum and Recommendation, the record, and the applicable law.

The Memorandum and Recommendation of the Magistrate Judge is ADOPTED as the Memorandum and Recommendation of this Court. Dkt 35.

The motion by Plaintiff Silo Technologies, Inc, for damages following default judgment is GRANTED with modification as noted above. Dkt 26.

Plaintiff is hereby AWARDED \$170,924.13 in damages.

Plaintiff is further AWARDED \$13,432.00 in attorney fees.

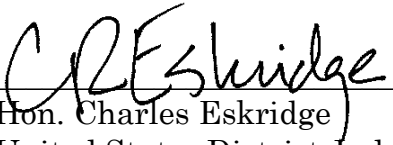
Plaintiff is also AWARDED prejudgment interest at eight percent per annum on the \$170,924.13 from March 6, 2024, through the date of judgment.

Plaintiff is also AWARDED postjudgment interest at the applicable federal rate on the total award of \$184,356.13 from the date of judgment until paid in full.

A final judgment will enter separately.

SO ORDERED.

Signed on July 22, 2025, at Houston, Texas.

  
Hon. Charles Eskridge  
United States District Judge